

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

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U.S. DISTRICT COURT
N.D. OF ALABAMA

SOUTHTRUST BANK,

Plaintiff,

v.

PROFESSIONAL
TRANSPORTATION GROUP LTD.,
INC.;
TIMELY NORTH, INC.;
TRUCK-NET, INC.;
TIMELY TRANSPORTATION, INC.;
DTSI, INC.;
PTG, INC.;
U.S. TRUCKING, INC.;
LOGISTICS MANAGEMENT, LLC;
LOGISTICS MANAGEMENT
RESOURCES, INC.; TIMELY
SERVICES, INC; and
TRANZPARTNER.COM, INC.,

Defendants.

CIVIL ACTION NO.

CV-01-AR-1068-S

COMPLAINT

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff SouthTrust Bank ("SouthTrust" or "the Bank"), formerly doing business under the name of SouthTrust Bank, N.A., is an Alabama banking corporation with its principal place of business in Birmingham, Alabama.

2. Defendant Professional Transportation Group Ltd., Inc., ("Professional Transportation") is a Georgia corporation with its principal place of business in Georgia.

3. Defendant Timely North, Inc. (“Timely North”) is a Georgia corporation with its principal place of business in Georgia.

4. Defendant Truck-Net, Inc. (“Truck-Net”) is a Georgia corporation with its principal place of business in Georgia.

5. Defendant Timely Transportation, Inc. (“TTI”) is a Georgia corporation with its principal place of business in Georgia.

6. Defendant DTSI, Inc. (“DTSI”) is a Georgia corporation formerly doing business as DTSI Acquisition, Inc., and which has its principal place of business in a state other than Alabama.

7. Defendant PTG, Inc. (“PTG”) is a Georgia corporation with its principal place of business in Georgia.

8. Defendant U.S. Trucking, Inc. (“U.S Trucking”) is a Colorado corporation which has its principal place of business in a state other than Alabama. Upon information and belief, U.S. Trucking has changed its name, and now is known as Logistics Management Resources, Inc.

9. Defendant Logistics Management, LLC (“Logistics”) is a Kentucky limited liability company which has its principal place of business in a state other than Alabama.

10. Defendant Logistics Management Resources, Inc. is a Colorado corporation with its principal place of business in a state other than Alabama. Upon information and belief Logistics Management Resources, Inc. and U.S. Trucking are the same corporation.

11. Defendant Timely Services, Inc. ("TSI") is a Georgia corporation with its principal place of business in Georgia.

12. Defendant Tranzpartner.com, Inc. ("Tranzpartner") is a Georgia corporation with its principal place of business in Georgia.

13. SouthTrust is a citizen of the State of Alabama. No defendant is incorporated in or has its principal place of business to Alabama. Complete diversity of citizenship exists in this action and the amount in controversy, exclusive of interest and costs, exceeds \$75,000. Therefore, the court has jurisdiction pursuant to 28 U.S.C. § 1332.

14. Venue is proper in this court pursuant to 28 U.S.C. § 1391(a).

FACTUAL ALLEGATIONS

15. SouthTrust has made certain loans (collectively, "the Loans") to Professional Transportation, and to TTI (collectively, "the Borrowers"). The Loans are in default due to the failure of the Borrowers to pay. As of January 12, 2001, the balance owing on the Loans is approximately \$4,726,000. Because the Loans are in default, the full balance of approximately \$4,726,000 is now due and owing.

16. Pursuant to that certain Guaranty of Payment and Performance dated as of November 19, 1997 executed by Timely North, Truck-Net, TTI, and PTG (the "Timely North Guaranty"), Timely North, Truck-Net, TTI, and PTG each guaranteed, jointly, severally, absolutely and unconditionally, the payment and performance of all of Professional Transportation's obligations to SouthTrust. A copy of the Timely North Guaranty is attached hereto as Exhibit A. A copy of a reaffirmation of the Timely North Guaranty is attached hereto as Exhibit B.

17. Pursuant to that certain Guaranty of Payment and Performance dated as of January 15, 2000 executed by U.S. Trucking and Logistics (the "U.S. Trucking/ Logistics Guaranty"), those defendants both guaranteed, jointly, severally, absolutely and unconditionally, the payment and performance of all of Professional Transportation's obligations to SouthTrust. U.S. Trucking has changed its name to Logistics Management Resources, Inc., and the corporate entity, by whatever name now known, remains liable under the U.S. Trucking/Logistics Guaranty. A copy of the U.S. Trucking/Logistics Guaranty is attached hereto as Exhibit C.

18. Pursuant to that certain Guaranty of Payment and Performance dated as of March 30, 2000 executed by Professional Transportation, Timely North, Truck-Net, PTG, U.S. Trucking and Logistics ("the Professional Transportation Guaranty") those defendants each guaranteed, jointly, severally, absolutely and unconditionally, the payment and performance of all of TTI's obligations to SouthTrust. A copy of the Professional Transportation Guaranty is attached hereto as Exhibit D.

19. Pursuant to that certain Guaranty of Payment and Performance dated as of June 1, 2000 executed by DTSI (the "DTSI Guaranty"), DTSI guaranteed absolutely and unconditionally to the Bank the payment and performance of all of the Borrowers' obligations to SouthTrust. A copy of the DTSI Guaranty is attached hereto as Exhibit E.

20. Pursuant to that certain Guaranty of Payment and Performance dated March 2, 1998 executed by Professional Transportation, Timely North, Truck-Net, and PTG (the "TTI Guaranty"), those defendants each guaranteed, jointly, severally, absolutely and unconditionally to the Bank the payment and performance of all of TTI's obligations to SouthTrust. A copy of the TTI Guaranty is attached hereto as Exhibit F.

21. Pursuant to that certain Amended & Restated Forbearance Agreement dated on or about November 17, 2000 executed by Professional Transportation, Timely North, Truck-Net, TTI, DTSI, PTG, and Tranzpartner (the "Forbearance Agreement"), each acknowledged that the Loans were in default and further guaranteed, jointly, severally, absolutely and unconditionally to the Bank the payment and performance of all of obligations to SouthTrust under the Loans.

22. The Timely North Guaranty, the U.S. Trucking / Logistics Guaranty, the Professional Transportation Guaranty, the DTSI Guaranty, the TTI Guaranty, and the Forbearance Agreement shall hereinafter be referred to collectively as the "Guaranties."

COUNT ONE – BREACH OF CONTRACT

23. SouthTrust incorporates herein the allegations contained in the preceding paragraphs.

24. Following the failure of the Borrowers to pay the amounts owing to SouthTrust pursuant to the Loans, the defendants have failed to pay the balance owing to SouthTrust pursuant to the Guaranties.

25. The defendants have breached the Guaranties by failing to pay the amounts owing to SouthTrust pursuant to the Guaranties.

26. SouthTrust has suffered damage as a result of defendants' breaches of the Guaranties.

WHEREFORE, plaintiff SouthTrust Bank requests that the court enter judgment in its favor against defendants Professional Transportation Group Ltd., Inc., Timely North, Inc.; Truck-Net, Inc.; Timely Transportation, Inc.; DTSI, Inc.; PTG, Inc.; U.S. Trucking, Inc.; Logistics Management Resources, Inc.; Logistics Management, LLC; Timely Services, Inc, and Tranzpartner.com, Inc. in the amount of \$4,726,000 plus interest from January 12, 2001, attorney's fees, and any other relief to which SouthTrust may be entitled.


COUNT TWO – ACTION FOR ENFORCEMENT OF GUARANTIES

27. SouthTrust incorporates herein the allegations contained in the preceding paragraphs.

28. As of February 15, 2001, the defendants owed SouthTrust approximately \$4,726,000 pursuant to the Guaranties.

29. The defendants have failed to pay the amount due and owing to SouthTrust pursuant to the Guaranties.

WHEREFORE, plaintiff SouthTrust Bank requests that the Court enter judgment in its favor against defendants Professional Transportation Group Ltd., Inc., Timely North, Inc.; Truck-Net, Inc.; Timely Transportation, Inc.; DTSL, Inc.; PTG, Inc.; U.S. Trucking, Inc.; Logistics Management Resources, Inc.; Logistics Management, LLC; Timely Services, Inc, and Tranzpartner.com, Inc. in the amount of \$4,726,000 plus interest from January 12, 2001, attorney's fees, and any other relief to which SouthTrust may be entitled.


Philip J. Carroll, III


Andrew B. Johnson

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DEFENDANTS TO BE SERVED BY CERTIFIED MAIL AS FOLLOWS:

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**EXHIBITS TOO LARGE FOR
SCANNING-SEE ORIGINAL
FILE**